Terms of Service

Effective Date: May 15, 2026 · Western Cactus Enterprises, Inc. · 1860 Monte Vista Dr., Vista CA 92084

B2B Wholesale Only. This platform is exclusively for licensed wholesale buyers. By accessing or using this portal, you confirm that you are purchasing for resale or business use — not for personal, household, or consumer purposes.

1. Acceptance of Terms

By creating an account, submitting an order, or otherwise using the Western Cactus ordering portal ("Portal"), you ("Buyer," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree, you may not use the Portal. These Terms apply to all transactions between you and Western Cactus Enterprises, Inc. ("Western Cactus," "we," "us," or "our").

2. Eligibility — Wholesale Buyers Only

This Portal is restricted to licensed wholesale buyers, resellers, retailers, and other business entities purchasing for commercial purposes. By registering or placing an order, you represent and warrant that: (a) you are authorized to enter into binding business agreements; (b) you are purchasing products for resale or commercial use, not personal use; and (c) your business holds any required licenses or permits applicable to your jurisdiction.

3. Account Registration

To place orders, you must create an account. You agree to provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. Notify us immediately at weborder@westerncactus.com if you suspect unauthorized access. We reserve the right to suspend or terminate accounts that provide false information or violate these Terms.

4. Account Approval

New accounts are subject to review and approval by Western Cactus. Approval is not automatic. We reserve the right to approve or deny any account at our sole discretion. Approved accounts may be assigned payment terms (Net 15, Net 30, Net 45, Net 60, or Due at Pickup) at our discretion based on your business profile and history.

5. Orders Are Non-Binding Until Confirmed

Submitting an order through the Portal constitutes a purchase request, not a binding purchase order. Western Cactus reserves the right to accept, modify, or decline any order for any reason, including but not limited to product availability, pricing discrepancies, or eligibility concerns. An order is only binding upon our written confirmation (e.g., via email confirming the order). Notwithstanding the foregoing, Western Cactus reserves the right to modify or cancel any confirmed order prior to pickup in the event of: (a) product unavailability or crop failure; (b) a material error in pricing or product description; (c) Buyer's account being past due or suspended at the time of scheduled pickup; or (d) circumstances beyond our reasonable control as described in Section 24 (Force Majeure). In such cases, Western Cactus will provide prompt written notice and, where applicable, offer substitution or full credit.

6. Pricing

All prices displayed on the Portal are in U.S. dollars and are subject to change without notice. We make reasonable efforts to display accurate pricing; however, in the event of a pricing error, we reserve the right to cancel or adjust orders affected by the error, with notice to you. Pricing tiers (standard, high volume, flexible) are assigned at our discretion and may change.

7. Taxes

Unless you have provided a valid California Resale Certificate and received written confirmation of tax-exempt status from us, applicable California sales tax (currently 7.75%) will be applied to your order. Tax-exempt status is not automatic and must be verified by our team. You are responsible for ensuring your resale certificate is current and valid.

8. Payment Terms

Payment terms are set at account approval and may include Due at Pickup, Net 15, Net 30, Net 45, or Net 60. Guest (unregistered) buyers are Due at Pickup. An invoice will be sent separately following order confirmation. Failure to pay within the agreed term may result in account suspension and collection action. Invoices not paid within five (5) days of the due date will be considered past due. Accounts with any past-due balance may be suspended immediately, with no new orders accepted until the full outstanding balance — including any applicable fees — is paid in full. Western Cactus reserves the right to refer past-due accounts to a collections agency and to recover reasonable attorneys' fees and costs incurred in collection, to the extent permitted by applicable law. Western Cactus reserves the right to modify payment terms at any time.

Invoices not paid by the applicable due date shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum) on the outstanding balance, calculated from the due date until paid in full. In addition to accrued interest, a late payment fee of $50.00 shall be assessed on each invoice that remains unpaid five (5) days after the due date. Western Cactus reserves the right to apply payments received to outstanding interest and fees before applying them to principal. Buyer shall be responsible for all costs of collection, including reasonable attorneys' fees, incurred by Western Cactus in collecting any past-due balance, to the extent permitted by applicable law.

A $35.00 fee will be assessed for any returned check due to insufficient funds or account closure. In the event of a credit card chargeback that is not resolved in Western Cactus's favor, Buyer will be charged a $35.00 chargeback fee in addition to any amounts owed. Western Cactus reserves the right to require prepayment or cash-only terms for any account that incurs a returned check or chargeback.

9. Credit Card Processing Fee

Orders paid by credit card are subject to a 3% credit card processing fee applied to the invoice total (subtotal + applicable taxes + freight). This fee will be clearly displayed during checkout and on your invoice. To avoid this fee, pay by check made payable to Western Cactus or by approved bank transfer.

10. Minimum Order Requirements

Unless your account has been specifically approved for no-minimum purchasing, orders must meet a minimum quantity of one (1) full pallet as calculated by the Portal's pallet calculator. Western Cactus reserves the right to modify minimum order requirements at any time.

11. FOB Origin — Pickup & Shipping

All sales are FOB Origin (1860 Monte Vista Dr., Vista CA 92084). Title and risk of loss pass to Buyer upon tender of the goods at our facility. Buyers are responsible for arranging and paying for all freight and shipping. Western Cactus does not provide shipping services; however, we can assist in connecting you with freight carriers upon request. Delivery estimates are not guaranteed.

12. Pickup Scheduling

Pickup dates requested through the Portal are subject to availability and must be confirmed by Western Cactus. Pickups are available Monday through Friday only. We will make reasonable efforts to accommodate your requested date, but we do not guarantee availability. Failure to pick up confirmed orders within a reasonable time may result in cancellation and restocking fees.

13. Product Availability

Product availability is subject to change without notice. Western Cactus does not guarantee that any item listed in the Portal will be available at the time of order confirmation. In the event an item is unavailable, we will notify you and may offer substitutions or a partial fulfillment.

14. Product Descriptions and Images

Product descriptions, specifications, images, and pack sizes displayed in the Portal are provided for informational purposes. While we make reasonable efforts to ensure accuracy, actual products may vary. Western Cactus is not responsible for errors in product descriptions or images.

15. Inspection and Acceptance

Buyer is responsible for inspecting all goods at the time of pickup. Any claims for shortages, damaged goods, or incorrect items must be reported to Western Cactus in writing within 48 hours of pickup. Failure to inspect or report issues within this window constitutes acceptance of the goods as delivered.

16. Returns and Refunds

All sales are final unless otherwise agreed in writing by Western Cactus. Due to the perishable nature of live plants, returns are generally not accepted. Any exceptions are at our sole discretion and must be pre-authorized. Unauthorized returns will not be accepted and no credit will be issued.

17. Cancellations

Order cancellations must be requested in writing (email to weborder@westerncactus.com) before the order is confirmed by Western Cactus. Once confirmed, cancellations are subject to our approval and may incur a restocking or handling fee. Western Cactus reserves the right to cancel any order at any time with notice to Buyer.

18. Intellectual Property

All content on the Portal, including text, images, logos, and software, is the property of Western Cactus or its licensors and is protected by copyright and other intellectual property laws. You may not reproduce, distribute, or create derivative works from Portal content without our express written permission.

19. Prohibited Use

You agree not to: (a) use the Portal for any unlawful purpose; (b) attempt to gain unauthorized access to any part of the Portal or its systems; (c) interfere with the Portal's operation; (d) scrape, crawl, or data-mine Portal content; (e) impersonate any person or entity; or (f) use the Portal in any manner that could damage our reputation or business.

20. Third-Party Links and Services

The Portal may contain links to third-party websites or services. Western Cactus is not responsible for the content, privacy practices, or availability of any third-party sites. Links do not constitute endorsement of any third party.

21. Disclaimer of Warranties

THE PORTAL AND ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WESTERN CACTUS DOES NOT WARRANT THAT THE PORTAL WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

22. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WESTERN CACTUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR GOODWILL, ARISING FROM YOUR USE OF OR INABILITY TO USE THE PORTAL OR PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SPECIFIC ORDER GIVING RISE TO THE CLAIM.

23. Indemnification

You agree to indemnify, defend, and hold harmless Western Cactus and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from: (a) your use of the Portal; (b) your violation of these Terms; (c) your violation of any applicable law or third-party rights; or (d) any products you resell to third parties. Without limiting the foregoing, Buyer acknowledges that certain products sold by Western Cactus — including ceramic goods — may be subject to California Proposition 65 and other federal, state, or local labeling, warning, or disclosure requirements. Buyer is solely responsible for determining the applicability of, and complying with, all such requirements in connection with Buyer's resale or distribution of products. Buyer agrees to indemnify, defend, and hold harmless Western Cactus from any claim, demand, penalty, or liability arising from Buyer's failure to provide required warnings or labeling downstream.

24. Force Majeure

Western Cactus shall not be liable for any delay or failure to perform resulting from causes beyond our reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, labor disputes, supply chain disruptions, government actions, or internet outages.

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25. Governing Law and Jurisdiction

These Terms are governed by the laws of the State of California, without regard to its conflict of law provisions. Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in San Diego County, California. You consent to personal jurisdiction in such courts.

26. Dispute Resolution

Before initiating any legal proceedings, you agree to contact us at weborder@westerncactus.com to attempt to resolve any dispute informally. If a dispute cannot be resolved informally within 30 days, either party may pursue available legal remedies. Western Cactus reserves the right to seek injunctive or other equitable relief in any court of competent jurisdiction.

27. Class Action Waiver

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST WESTERN CACTUS.

28. Confidentiality of Pricing

Pricing information provided through the Portal, including tier-specific pricing, is confidential and intended solely for your use. You agree not to disclose Portal pricing to third parties without our written consent.

29. Electronic Communications

By using the Portal, you consent to receiving communications from us electronically, including order confirmations, invoices, and account notifications. You agree that electronic communications satisfy any legal requirement that communications be in writing.

30. Entire Agreement

These Terms, together with our Privacy Policy and any written agreements separately executed between you and Western Cactus, constitute the entire agreement between you and Western Cactus with respect to the Portal and supersede all prior understandings, agreements, or representations.

31. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

32. Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of Western Cactus.

33. Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Western Cactus may freely assign these Terms without restriction.

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34. Modifications to Terms

We reserve the right to modify these Terms at any time. We will notify you of material changes by updating the effective date and, where practical, by email. Continued use of the Portal after changes take effect constitutes your acceptance of the revised Terms.

35. Contact Information

For questions about these Terms, please contact us:
Western Cactus Enterprises, Inc.
1860 Monte Vista Dr., Vista CA 92084
Email: weborder@westerncactus.com

Document Integrity — SHA-256

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